
**AUTO LOAN POOL TRUST
AUTO HOLDER LLC**
as Owners

MIDCAP FINANCIAL TRUST,
as Lender Agent

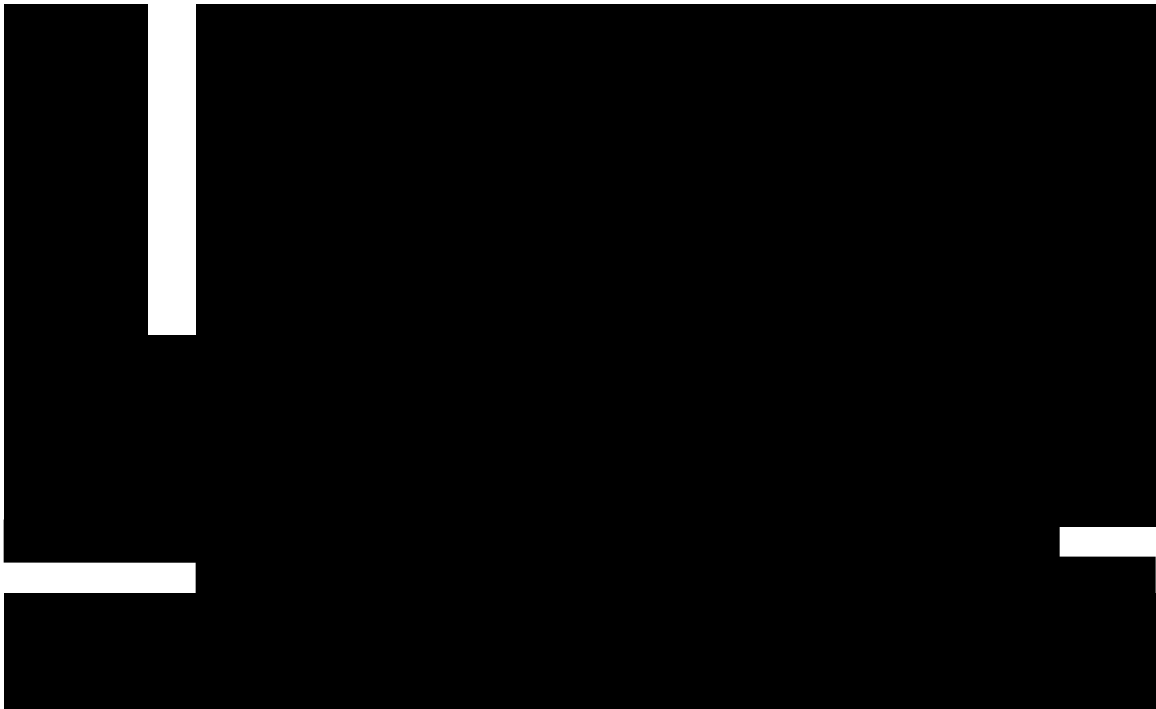
and

WESTLAKE PORTFOLIO MANAGEMENT, LLC,
as Servicer

**AMENDED & RESTATED
TRI-PARTY SERVICING AGREEMENT**

Dated as of June 21, 2023

Page



SCHEDULES

Schedule A — Contract Schedule..... SA-1
Schedule C — Powers of Attorney..... SC-1



This **AMENDED & RESTATED TRI-PARTY SERVICING AGREEMENT** dated as of June 21, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is among AUTO LOAN POOL TRUST, a Delaware statutory trust and AUTO HOLDER LLC, a Delaware limited liability company (together, the “Owners”), WESTLAKE PORTFOLIO MANAGEMENT, LLC, a California limited liability company (“Servicer”), as the servicer and MIDCAP FINANCIAL TRUST, a Delaware statutory trust, as administrative agent for specified lenders and principal trustee for the Owners (in such capacity, with its successors and assigns in such capacity, “Lender Agent”).

WHEREAS, U.S. Auto originated Contracts that evidence the sale of a motor vehicle by U.S. Auto Sales, Inc. to an obligor, which Contracts are acquired by U.S. Auto Finance, Inc. and which were historically serviced by USASF Servicing LLC (such entities are collectively referred to herein as “U.S. Auto”).

WHEREAS, the Contracts and all related Receivables, Receivables Files and Financed Vehicles were pledged to Lender Agent as collateral to secure advances made to U.S. Auto pursuant to that certain Amended and Restated Loan and Security Agreement, dated as March 24, 2021 (as amended) among Lender Agent, the U.S. Auto entities, as borrowers, and the lenders signatory thereto (the “Credit Agreement”).

WHEREAS, Servicer is in the business of servicing contracts similar to the Contracts, and U.S. Auto and Lender Agent entered into the Tri-Party Servicing Agreement, dated as of May 22, 2023 (the “Original Tri-Party Agreement”), pursuant to which U.S. Auto and Lender Agent agreed to transition servicing of the Contracts to Servicer and Servicer agreed perform specified servicing duties with respect to the Contracts and related Receivables and Financed Vehicles, as described therein, for an on behalf of U.S. Auto and the Lender Agent (as secured party), and to remit all proceeds thereof as provided therein.

WHEREAS, Lender Agent, acting on behalf of the lenders under the Credit Agreement, was the winning bidder at the Sale (as defined herein) and completed the assignments of the the Contracts and related Receivables and Financed Vehicles to the Owners on or about Mary 30, 2023 (the “Sale Date”).

WHEREAS, in connection with completion of the Sale and the acquisition of the Contracts and related Receivables and Financed Vehicles from U.S. Auto by the Owners, the parties wish to amend and restate the Original Tri-Party Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree to amend and restate the Original Tri-Party Agreement follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Whenever used in this Agreement, the following words and phrases shall have the following meanings:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Closing Date” means May 22, 2023, or the first Business Day thereafter on which all conditions to the effectiveness of this Agreement have been satisfied.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Contract” means a motor vehicle retail installment contract executed by an Obligor in connection with its purchase of a Financed Vehicle from U.S. Auto Sales, Inc., pursuant to which an extension of credit was made by U.S. Auto Sales, Inc. in the ordinary course of its business to such Obligor and which is secured by such Financed Vehicle. A schedule of the Initial Contracts

as of the Closing Date appears in Schedule A, which schedule will be updated by a schedule of all Additional Contracts as of the related Additional Contracts Coverage Date.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Financed Vehicle” means a used passenger vehicle, van, light duty or heavy duty truck or other type of motor vehicle (including any trailer required to have a certificate of title to

operate on a public road) that is sold by U.S. Auto Sales, Inc., together with all accessions thereto, securing an Obligor's indebtedness under the related Contract.

[REDACTED]

[REDACTED]

[REDACTED]

"Initial Contracts" means the Contracts covered by this Agreement as of the Closing Date.

[REDACTED]

[REDACTED]

[REDACTED]

“Obligor” on a Receivable means the purchaser or co-purchasers of the related Financed Vehicle and any other Person who owes payments under such Receivable, including any guarantor.

[REDACTED]

“Owners” has meaning set forth in the recitals and refers to such entities individually or collectively, as applicable; provided that Owners will also include Lender Agent and/or any other designee of Lender Agent that acquires title to Contracts or Financed Vehicles serviced hereunder at the direction of Lender Agent.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Power of Attorney” means (i) the Power of Attorney executed as of May 22, 2023 by USASF Servicing LLC in favor of Servicer, (ii) the Power of Attorney executed as of May 22, 2023 by U.S. Auto Finance, Inc. in favor of Servicer, and (iii) the Power of Attorney executed as of May 22, 2023 by U.S. Auto Sales, Inc. in favor of Servicer, copies of which are attached hereto as Schedule C.

[REDACTED]

“Sale” means the public sale pursuant to Section 9-611 of the New York UCC of substantially all assets of U.S. Auto and certain other collateral pledged to Lender Agent under the Credit Agreement and the other “Facility Documents” as defined therein, which was conducted by Lender Agent on May 30, 2023.

[REDACTED]

“Servicer” means Westlake Portfolio Management, LLC, a California limited liability company, as a party to this Agreement, its permitted successors and assigns, and each successor Servicer appointed pursuant to Section 7.3.

[REDACTED]

[REDACTED]

“U.S. Auto” has meaning set forth in the recitals and refers to such entities individually or collectively, as applicable.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE II
BOARDING MATTERS; ACCESS TO RECEIVABLE FILES AND LIEN CERTIFICATES

Section 2.1 Contracts Subject to Agreement; Boarding Fee.

(a) The Contracts subject to this Agreement will consist of the Initial Contracts and Additional Contracts added to the coverage of this Agreement on one or more Additional Receivable Coverage Dates. On each Additional Contracts Coverage Date, the Lender Agent shall deliver to the Servicer a new list identifying all Contracts subject to this Agreement, which shall be included as part of Schedule A hereto.

[REDACTED]

[REDACTED]

ARTICLE III
ADMINISTRATION AND SERVICING OF CONTRACTS

Section 3.1 Duties of the Servicer.

(a) The Servicer is hereby authorized to act as agent for the Owners (and the Lender Agent, as applicable) and in such capacity shall manage, service, administer the Contracts and collect the Receivables, and perform the other actions required by the Servicer under this Agreement. In performing its duties hereunder, the Servicer shall have full power and authority to do or cause to be done any and all things in connection with such servicing and administration which it may deem necessary or desirable, within the terms of this Agreement. The Servicer is authorized in its discretion, but in accordance with Accepted Servicing Practices, to waive any late payment charge or NSF fee at the time of payoff that the applicable Owner has a right to collect in the ordinary course of servicing any Receivable.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 8.16 Independence of the Servicer. For all purposes of this Agreement, the Servicer shall be an independent contractor and, except as otherwise provided herein, shall not be subject to the supervision of Owners and/or Lender Agent with respect to the manner in which the Servicer accomplishes the performance of its obligations hereunder. Unless expressly authorized by this Agreement, the Servicer shall have no authority to act for or represent Owners or Lender Agent in any way and shall not otherwise be deemed an agent of the Owners or Lender Agent.

Section 8.17 Further Assurances. The parties hereto agree to do and perform, from time to time, any and all acts and to execute any and all further instruments required or reasonably requested by another party hereto more fully to effect the purposes of this Agreement.

Section 8.18 No Joint Venture. Nothing contained in this Agreement shall (i) constitute the Servicer and Owners or Lender Agent as members of any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, (ii) be construed to impose any liability as such on any of them or (iii) be deemed to confer on any of them any express, implied or apparent authority to incur any obligation or liability on behalf of the others.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amended & Restated Tri-Party Servicing Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and the year first above written.

WESTLAKE PORTFOLIO MANAGEMENT,
LLC,
as Servicer

DocuSigned by:

By:




Name: Todd Larufa

Title: Vice President

AUTO LOAN POOL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner


By: 

Name: Maurice Amsellem
Title: Authorized Signatory

AUTO HOLDER LLC

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner


By: 

Name: Maurice Amsellem
Title: Authorized Signatory

MIDCAP FINANCIAL TRUST,
as Lender Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 

Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE A

CONTRACT SCHEDULE

[On file in electronic form with the Servicer]

SCHEDULE C

POWERS OF ATTORNEY

[Attached]

POWER OF ATTORNEY

This Power of Attorney (this “Power of Attorney”) is executed and delivered by Auto Holder LLC, a Delaware liability company (“Grantor”) to Westlake Portfolio Management, LLC (“Attorney”), pursuant to the Amended and Restated Tri-Party Servicing Agreement, executed by Grantor as of June 21, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Servicing Agreement”), among Grantor, MidCap Financial Trust, as Lender Agent, and Attorney, as Servicer. All capitalized terms used herein shall have the meanings set forth in the Servicing Agreement.

No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity that acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The power of attorney granted hereby is coupled with an interest and may not be revoked or cancelled by Grantor absent a Servicer Termination Event that goes uncured pursuant to the terms of the Servicing Agreement.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in its place and stead and in its name or in Attorney’s own name, from time to time in Attorney’s discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments that may be necessary or desirable to accomplish the purposes of the Servicing Agreement, and, without limiting the generality of the foregoing, hereby grants to Attorney the power and right, on its behalf, without notice to or assent by it to do the following: (i) give any necessary receipts or acquittance for amounts collected or received hereunder, (ii) make all necessary transfers of the Contracts or the related Financed Vehicles in connection with any sale or other disposition made pursuant hereto, (iii) execute and deliver for value all necessary or appropriate bills of sale, assignments and other instruments in connection with any such sale or other disposition, Grantor thereby ratifying and confirming all that such attorney (or any substitute) shall lawfully do hereunder and pursuant hereto, (iv) sign any agreements, orders or other documents in connection with or pursuant to the Servicing Agreement, (v) pay or discharge any taxes, Liens or other encumbrances levied or placed on or threatened against Grantor or the Contracts or the related Financed Vehicles, (vi) defend any suit, action or proceeding brought against Grantor if Grantor does not defend such suit, action or proceeding or if Attorney believes that it is not pursuing such defense in a manner that will maximize the recovery to Attorney, and settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate, (vii) in the name of Attorney, file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to Grantor whenever payable and to enforce any other right in respect of the Contracts or the related Financed Vehicles, (viii) sell, transfer, pledge, make any agreement with respect to or otherwise deal with, any of the Contracts or the related Financed Vehicles, and execute, in

connection with such sale or action, any endorsements, assignments or other instruments of conveyance or transfer in connection therewith and (ix) all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon the Contracts or the related Financed Vehicles, all as fully and effectively as it might do. Grantor hereby ratifies, to the extent permitted by Applicable Law, all that said attorneys shall lawfully do or cause to be done by virtue hereof.


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IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor as of this 20th day of June 2023.

AUTO HOLDER LLC

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Maryland)
) SS.
COUNTY OF Montgomery

On June 20, 2023 before me, (Hannah O. Romero), personally
Name of Notary Public
appeared Maurice Amsellem , who proved to me on the
Name of Signatory

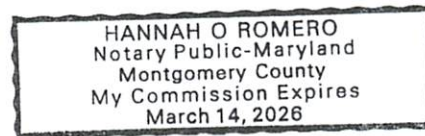
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Hannah O. Romero

Notary Public Signature



Notary Public Seal

POWER OF ATTORNEY

This Power of Attorney (this “Power of Attorney”) is executed and delivered by Auto Loan Pool Trust, a Delaware statutory trust (“Grantor”) to Westlake Portfolio Management, LLC (“Attorney”), pursuant to the Amended and Restated Tri-Party Servicing Agreement, executed by Grantor as of June 21, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Servicing Agreement”), among Grantor, MidCap Financial Trust, as Lender Agent, and Attorney, as Servicer. All capitalized terms used herein shall have the meanings set forth in the Servicing Agreement.

No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity that acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The power of attorney granted hereby is coupled with an interest and may not be revoked or cancelled by Grantor absent a Servicer Termination Event that goes uncured pursuant to the terms of the Servicing Agreement.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in its place and stead and in its name or in Attorney’s own name, from time to time in Attorney’s discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments that may be necessary or desirable to accomplish the purposes of the Servicing Agreement, and, without limiting the generality of the foregoing, hereby grants to Attorney the power and right, on its behalf, without notice to or assent by it to do the following: (i) give any necessary receipts or acquittance for amounts collected or received hereunder, (ii) make all necessary transfers of the Contracts or the related Financed Vehicles in connection with any sale or other disposition made pursuant hereto, (iii) execute and deliver for value all necessary or appropriate bills of sale, assignments and other instruments in connection with any such sale or other disposition, Grantor thereby ratifying and confirming all that such attorney (or any substitute) shall lawfully do hereunder and pursuant hereto, (iv) sign any agreements, orders or other documents in connection with or pursuant to the Servicing Agreement, (v) pay or discharge any taxes, Liens or other encumbrances levied or placed on or threatened against Grantor or the Contracts or the related Financed Vehicles, (vi) defend any suit, action or proceeding brought against Grantor if Grantor does not defend such suit, action or proceeding or if Attorney believes that it is not pursuing such defense in a manner that will maximize the recovery to Attorney, and settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate, (vii) in the name of Attorney, file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to Grantor whenever payable and to enforce any other right in respect of the Contracts or the related Financed Vehicles, (viii) sell, transfer, pledge, make any agreement with respect to or otherwise deal with, any of the Contracts or the related Financed Vehicles, and execute, in

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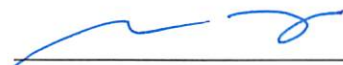
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IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor as of this 20th day of June 2023.

AUTO LOAN POOL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Maryland)
) SS.

COUNTY OF Montgomery)

On June 20, 2023 before me, (Hannah O. Romero), personally
Name of Notary Public

appeared Maurice Amsellem , who proved to me on the
Name of Signatory

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Hannah O. Romero

Notary Public Signature

HANNAH O ROMERO
Notary Public-Maryland
Montgomery County
My Commission Expires
March 14, 2026

Notary Public Seal

IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor as of this 21st day of June 2023.

AUTO LOAN POOL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

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COUNTY OF Montgomery)

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Name of Notary Public

appeared Maurice Amsellem , who proved to me on the
Name of Signatory

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HANNAH O ROMERO
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